

**PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING**

THIS AGREEMENT is made and entered into this 15th day of July, 2008 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CIVIL SOURCE, a California corporation ("Consultant").

W I T N E S S E T H :

- A. WHEREAS, City proposes to have Consultant provide professional engineering for the design of the Street Rehabilitation Project for Santa Ana Avenue, Paularino Avenue and Orange Avenue, as well as the Shalimar Drive Street Improvement and the Parkway Rehabilitation within the Shalimar Drive area as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands,

payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Two Hundred Fifty-Four Thousand Three Hundred Thirty Dollars (\$254,330.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 15, 2010, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Civil Source
500 Wald Street
Irvine CA 92613
Tel: 949-585-0477
Fax: 949-585-0433
Attn: Amy Amirani, PE

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5378
Fax: 714-754-5028
Attn: Fariba Fazeli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Prevailing Wage: Consultant shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and Consultant shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to City a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CIVIL SOURCE

Amy Amnan
Signature

Date: 6/23/08

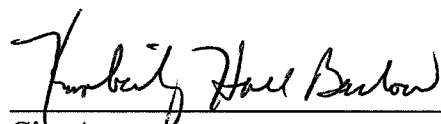
Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

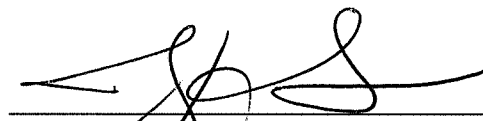
APPROVED AS TO FORM:



City Attorney

Date: 6/19/08


APPROVED AS TO INSURANCE:



Risk Management

Date: 6/20/08

APPROVED AS TO CONTENT:



Project Manager

Date: 7-7-08

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF
STREET REHABILITATION PROJECT FOR SANTA ANA AVENUE, PAULARINO AVENUE, AND
ORANGE AVENUE (PROJECT "A") AND SHALIMAR DRIVE STREET IMPROVEMENT; AND
PARKWAY REHABILITATION WITHIN THE SHALIMAR DRIVE AREA (PROJECT "B")

1. INTRODUCTION

The services required for the subject project consist of the preparation of plans, specifications, and estimates. The engineering work includes; but is not limited to; soil testing and structural section design; field surveying; replacing alley entrance, damaged curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, turf, irrigation; providing wheel chair ramp (WCR) designs, meeting Americans with Disabilities Act (ADA) requirements (must provide detail drawing for each WCR); planting and trimming trees; determining right-of-ways (ROW); providing separate traffic striping and traffic control plans which shall meet, at the minimum, the latest Work Area Traffic Control Handbook (WATCH) manual requirements; and all other pertinent work as required.

Project "A" consists of total rehabilitation of the following streets:

| STREET NAMES | <u>LIMITS</u> | |
|------------------|-------------------------|-------------------------|
| | From | To |
| Santa Ana Avenue | 19 th Street | 21 st Street |
| Paularino Avenue | Bear Street | Bristol Street |
| Orange Avenue | Del Mar | Mesa Drive |

Project "B" consists of total rehabilitation of Shalimar Drive from Placentia Avenue to Pomona Avenue and parkway repairs such as sidewalk, curb & gutter, driveway and cross gutter of the following streets:

- 1) 18th St. from Placentia Ave. to Pomona St.
- 2) James St. from Wallace Ave. to Pomona Ave.
- 3) Wallace Ave. 18th St. to Shalimar Dr

Project "B" is funded by the Community Development Block Grant (CDBG) fund and shall comply with CDBG requirements.

The existing pavement conditions within the project limits are poor. Many factors such as soil condition, weather, aging, traffic, utility work, and tree roots have contributed to the deterioration of sections of pavement, curb and gutter, and sidewalk.

The estimated construction cost for both project is \$2.5 million and includes pavement

reconstruction, redesign of existing cross-sections, replacement of existing CMP (if any) storm drain with RCP, and parkway rehabilitation.

The consultant's key project staff must have at least five (5) years prior experience in the design and preparation of construction documents for similar types of projects. All Consultants responding to this Request for Proposal will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

The consultant shall provide a separate set of plans and specifications (the plans shall include title sheet, plans, profiles, details, cross sections, etc.) and quantity and cost estimates for each project.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to **a maximum of 25 pages** (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

- A. Two separate fee schedules shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee for each project.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increased during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

| | |
|--|-------------|
| General Liability: | \$1,000,000 |
| Automobile Liability: | \$1,000,000 |
| Workers Compensation and Employers' Liability: | \$1,000,000 |
| Professional Liability: | \$1,000,000 |

Additional and primary Insurance endorsements shall include City of Costa Mesa

8. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review, Meetings, and Cost Accounting

Analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff during progress of design for appropriate guidance and coordination (assume five meetings). The consultant shall prepare meeting minutes, which shall be submitted to the City for approval within two working days after the meeting.

B. Utility Investigation/Coordination

1. The consultant shall notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.
2. The consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.
3. The consultant shall obtain approval in writing from utility companies for any utility work and clearance.
4. The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures. The consultant shall submit (via certified mail) at least one set of construction plans to each utility companies at all stages (70%, 90% and final plans)
5. The consultant shall submit all utility correspondences to the City.

C. Design Survey

The consultant shall plot the project design survey on 22" X 34" mylars at a horizontal scale of 1"=20' and vertical scale of 1"=2' for **Santa Ana Ave., Paularino Ave, Orange Ave., and Shalimar Drive** and at a horizontal scale of 1"=10' (Plan view only) for **18th St., James St., and Wallace Ave..** Detailed design surveys i.e., cross-gutters, wheel chair ramps, driveways, etc., shall be plotted at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begun at nearest existing street intersection stations.

The consultant shall provide the following minimum survey information for **Santa Ana Ave., Paularino Ave, Orange Ave., and Shalimar Drive**:

- The consultant shall perform a topographic survey and prepare base maps at 1"=20'. The base maps shall identify all existing street improvements, drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, existing storm drain system, etc., and other appurtenant improvements in the project areas.
- The design survey shall include the following: Cross sections at 25 foot-intervals, with elevations at top of curb, gutter flow lines, EG, EP, lane lines, centerlines, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X."
- The existing and proposed elevations for cross sections shall be plotted using

1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.

- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs, trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the consultant shall survey 25 feet beyond right-of-way (on private property) behind WCRs.
- The consultant shall survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at 5' intervals.
- Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.
- Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communications before sending out by certified return receipt mail.
- The consultant shall survey all existing cross gutters and spandrels; obtain elevations at 10 foot-intervals at BCRs, ECRs, flow line, EG, EP, joints, cracks, low points, and any other necessary locations.
- The consultant shall also obtain elevations of damaged curbs and gutters (C&G) at joints, and low/high points. The design survey for damaged C&G locations shall extend 100' minimum beyond both sides of damaged limits at 10' intervals.
- Extend the survey to a minimum of 100' onto cross street from BCRs and ECRs; obtain elevations at locations as described above (including cross street centerlines).

The consultant shall provide the following minimum survey information for **18th St., James St., and Wallace Ave.:**

- The consultant shall perform a topographic survey and prepare base maps at 1"=10'. The base maps shall identify all existing improvements within the parkway area (from EG to ROW) drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, fences, walls, etc., and other appurtenant improvements in the project areas within the parkways.
- The design survey shall include the following: Cross sections at 25 foot-intervals, with elevations at top of curb, gutter flow lines, EG, EP, ROW, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X." of driveways

D. Field Engineering

This work shall include determining and marking limits of existing concrete removals as well as joining existing improvements. This work must be coordinated with City staff to ensure participation by the City and final quantities adjusted accordingly. **Three field walks** with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

E. Geotechnical Investigation and Pavement Design:

The consultant shall furnish the following data:

1. Perform a geotechnical investigation, design pavement sections, and prepare a soils report. The consultant shall submit four copies of the draft and final pavement evaluation reports including introduction, project description, and recommendations.
2. Provide total of eight borings (two borings for each of the following streets) **Santa Ana Ave., Paularino Ave, Orange Ave., and Shalimar Drive:**

Cores shall be at least six (6) inches in diameter and three (3) feet deep. Coring holes shall be backfilled and compacted 95% with AC material immediately after obtaining soil samples.

3. Prepare boring location map including dimensions of boring locations and their horizontal distances to identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), as well as boring logs.
4. Provide geotechnical information (including geotechnical analysis) for all borings.
5. Provide and/or recommend the following minimum information in the submitted report:
 - a. Existing structural section (including material classification, thickness and material types of AC, PCC, base, and sub-grade materials).
 - b. "R-value" at a three (3) foot depth from existing finished surface or existing grade.
 - c. Existing and optimum moisture content at a depth of two (2) and three (3) feet from existing finished surface or existing grade.
 - d. Expansiveness of sub-grade material, caving potential, and water level.
 - e. Traffic indices and sand equivalency (the City will provide only average daily traffic volume based on 24 hours in both directions).
6. Calculate proposed pavement structural sections (20-year design life):

- Asphalt rubber hot mix (ARHM)/asphalt concrete (AC)
 - ARHM over AC over Cement treated Base (CTB)
 - ARHM over AC over CMB for the street projects; and
 - Proposed alternatives by consultant after material testing for all projects.
7. Analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary.
 8. Provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
 9. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
 10. Obtain permits and provide protection of existing utilities: At least two working days before starting field work, the Consultant shall obtain all permits, licenses, and other requirements as necessary, and request utility companies to locate their facilities. The City will issue a no-fee permit for the boring work.
 11. Arrange and tabulate all soil information (existing and proposed) in table format.

F. Potholing of Existing Storm Drain and Traffic Signal Conduit Facilities (only the City's owned utilities)

The Consultant shall include \$4,000 for each project (total of \$8,000) as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the consultant's responsibility to ensure all utilities are properly identified and located on plans.

G. Construction Documents

1. Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the consultant who shall prepare the project to meet the budget.
2. Prepare two resident Engineer's files for each project; they must contain, as a minimum, the following: Preliminary and final construction quantities and cost estimates and updates, final quantity color-coded plan set, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical documents, survey information, and all other related correspondences. The consultant shall submit these two

files to the City in conjunction with final submittal.

H. Plans

1. The consultant shall prepare five separate sets of construction drawings, containing title sheet, general note sheet, plan and profile sheets (for **Santa Ana Ave., Paularino Ave, Orange Ave., and Shalimar Drive**), cross section sheets (for **Santa Ana Ave., Paularino Ave, Orange Ave., and Shalimar Drive**), plan view sheets for (18th St., James St., and Wallace Ave.), and detail sheets. The title sheet shall contain vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars.
2. The consultant shall reference new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the consultant shall establish new stations from the nearest street intersections.
3. The consultant shall plot profiles of existing and proposed centerlines, tops of curb, flow lines, and edges of pavement. The profiles shall include existing and proposed elevations (including vertical curves, grade breaks and other elevations), labeling, and percent grades. If the limits of curb and gutter removals on 18th St., James St., and Wallace Ave. are more than fifty linear foot, the consultant shall provide profile of the propose limits of C&G removal with existing and proposed elevation.
4. The consultant shall plot existing and proposed cross sections on mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as outlined in the above Design Survey Section, and other required information; provide typical cross sections.
5. The consultant shall plot existing improvements in broken or screened lines, labeling existing dimensions from centerline to EP, curb face, and ROW; place existing elevations in parenthesis.
6. The consultant shall incorporate the following minimum information on plan view: Pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).
7. Drawings shall include retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as

specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) shall be designed and detailed.

8. The consultant shall provide detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements shall comply with ADA regulations and requirements. Detailed drawings shall be at a 1"=10' scales.
9. The consultant shall provide stations for all existing structures, project limits, centerlines of driveways, streets/alleys intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
10. In addition, the consultant shall remove and replace all existing corrugated metal pipe (CMP) within the public right-of-way; modify, repair, and/or replace existing catch basins as needed.
11. Prepare detailed plans for street intersections, showing existing and proposed improvements including elevations shown on a 10' grid system at a scale of 1" = 10'; provide elevations at TC, FL, EG, EP, BCRs, ECRs, ¼ and ½-curb return.
12. Traffic control and detour information shall be included in special provisions of project specifications. Construction traffic detouring shall provide for continuous driveway and pedestrian access at all times during the construction phase of the project to businesses and residents.
13. Detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.

I. Specifications

Prepare complete project specifications (separate sets of specifications for each project) including Special Provisions (including traffic control and detour information) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into construction documents. The construction documents shall include and comply with HUD guidelines and requirements.

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates for each project. Estimate shall be provided at 70% and 90% completion submittals and final estimate upon final submittal and their excel files with each submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet; showing total quantities for each item on the first sheet. These quantities shall match the Proposal final quantities and quantity take-off sheets. In addition, consultant shall furnish quantity take off sheets to aid the City during construction.

K. Project Document Submittal and Plan Information

1. First submittal (five sets): 70% completion of plans with survey information, specifications, and QCE.
2. Second submittal (five sets): 90% completion of plans, specifications, and QCE.
3. Final submittal: Original mylar plans, specifications, final QCE, color-coded quantity estimate maps, resident engineer's two files, survey information, monuments, and other related documents. One set of bluelines of final plans and one copy of specifications shall also be submitted.
4. Before submitting project documents for the first check, plans shall have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on their left side, and general notes.
5. The plans must also show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other existing improvements, and proposed drainage replacement and improvements.
6. Plans and specifications must be signed and/or stamped by the Consultant before submitting.
7. The Consultant shall perform field reviews (walk throughs) of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.
8. Note: In conjunction with the final submittal, all originals of plans, specifications, field notes, calculations, correspondences, ROW, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on CDs. Final document files and specifications shall be prepared using Microsoft Word. All final drawings shall be prepared using Microstation. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

L. Bidding and Construction Phase Services

Consultant shall attend the pre-construction meeting, and other meetings with staff, other agencies, and the public as required. The consultant shall prepare addenda as necessary, and provide responses to contractor's questions and plans and specifications

during the bidding and construction phases. The consultant shall be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

9. CITY RESPONSIBILITIES

- A. The City of Costa Mesa will be responsible for the following:
- B. Providing specification format to consultant.
- C. Printing and packaging of plans and specifications for bidding.
- D. Advertising for bids and awarding of construction contracts.
- E. Furnishing plans and specifications to the bidders.
- F. Inspecting, controlling construction, and payment to the contractor.

10. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

11. RIGHT TO REJECT ALL PROPOSALS

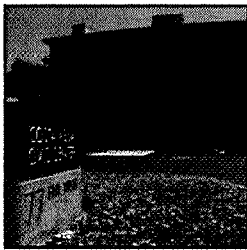
- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

12. SUMMARY

The City appreciates participation, and the intent of this RFP is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

EXHIBIT B

RESPONSE AND SCOPE OF SERVICES



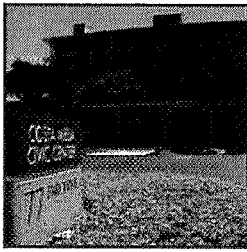
PROJECT UNDERSTANDING & OVERVIEW

CivilSource has assembled a team of professionals to provide the City with Professional Engineering Services to complete the plans, specifications and estimates for the reconstruction of Projects A and B. Our understanding of the scope of work is to provide full design consulting services, which include, but is not limited to: soil testing and structural section design; field surveying; replacing alley entrance, damaged curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, turf, irrigation; providing wheelchair ramp designs, meeting with Americans with Disabilities Act requirements; planting and trimming trees; determining right-of-ways; providing separate traffic striping and traffic control plans per the latest WATCH manual requirements; and all other related tasks.

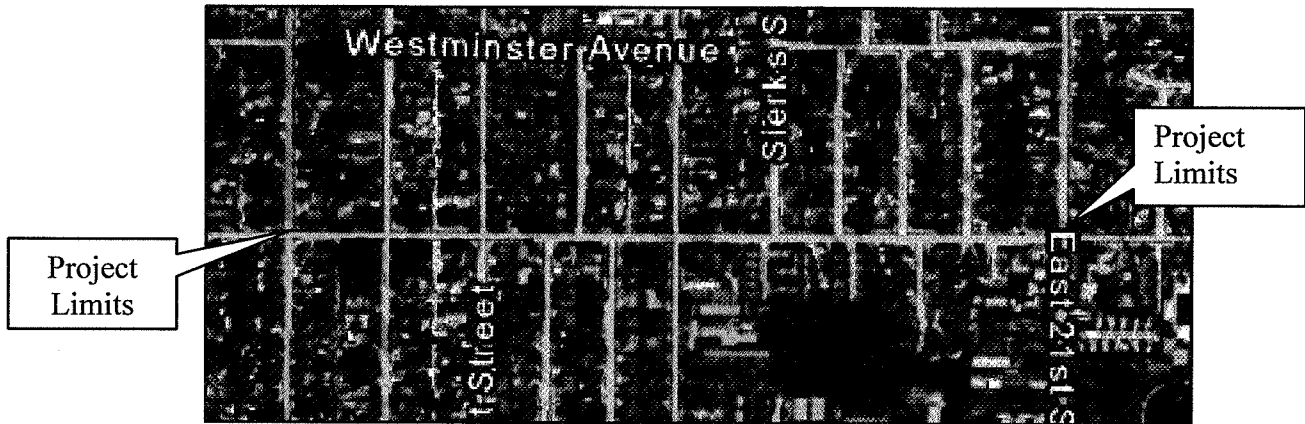
Project A

Project "A" consists of total rehabilitation of Santa Ana Avenue from 19th Street to 21st Street, Paularino Avenue from Bear Street to Bristol Street, and Orange Avenue from Del Mar to Mesa Drive.

| PROJECT LIMITS | | | | |
|----------------|------------------|--------------------|-------------------------|-------------------------|
| Project | Street Name | Approximate Length | Limits From | Limits To |
| A1 | Santa Ana Ave | 2600 | 19 th Street | 21 st Street |
| A2 | Paularino Avenue | 2000 | Bear Street | Bristol Street |
| A3 | Orange Avenue | 1300 | Del Mar | Mesa Drive |



Santa Ana Avenue - 19th Street to 21st Street

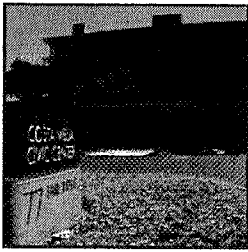


Santa Ana Avenue is a two lane road with a dedicated bike lane and is located in a residential area. In preparation of this proposal CivilSource staff has reviewed the available street plan numbers 60-17.3, to 60-17.32. The pavement section is 2" P.M.S. over 4" U.R.B.



The proposed design will include removal and replacement of existing sunken curb and gutter, driveways and access ramps, and uplifted sidewalk caused by tree root encroachment where required. Low points along the roadway will also be identified through our field survey to address any possible drainage issues.

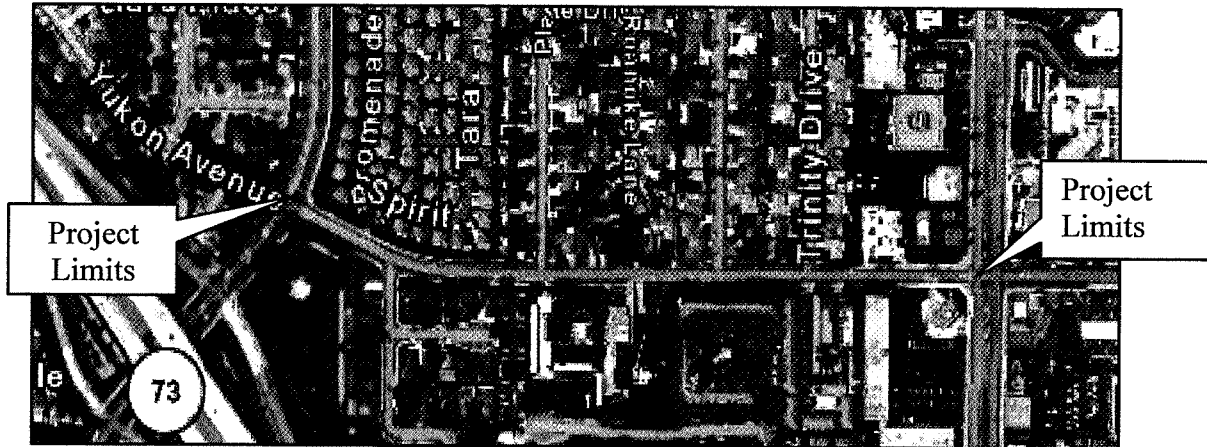
The Storm Drain Plan Numbers 60-17.114 to 60-17.113 depict that the existing storm drain system starts on Santa Ana Avenue between Bay Street and Robinhood Lane. There are two catch basins on east and west side of Santa Ana. The 36 inch RCP located east of center line is the main storm drain line that drains northerly on street.



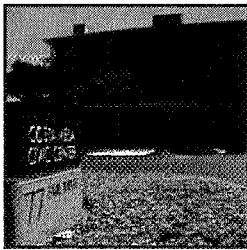
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Project Understanding & Overview

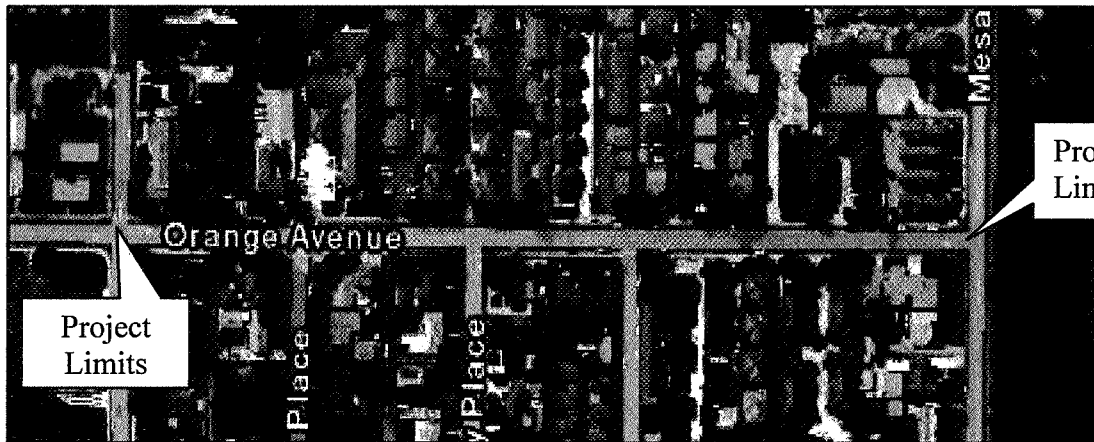
Paularino Avenue - Bear to Bristol



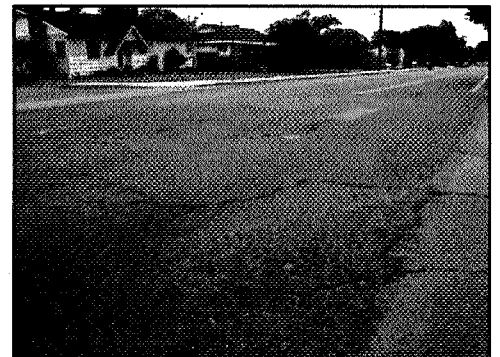
Paularino Avenue is serving both residential and commercial areas. In preparation of this proposal CivilSource staff has reviewed the available street plan numbers 89-12.3 to 89-12.6, 77-1.4.3, 63-8.2, 61-1.2, 64-42.1 and 64-43.1 and conducted a field review. The pavement section varies from 2"/9" CMB to 4" AC over 13" AB. The existing storm drain pipeline on Paularino varies in size from 18 inches to 30 inches in diameter RCP between Paularino and Bear streets. The high point is located 200' west of Bristol on Paularino which splits the surface drain east and westerly.



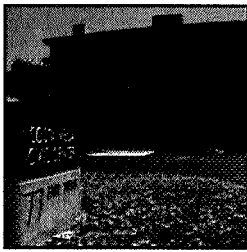
Orange Avenue - Del Mar to Mesa Drive



Orange Avenue is a two lane road serving primarily a residential neighborhood. In preparation for the proposal, CivilSource staff has reviewed the site and examined the available street plan numbers 60-17.22 to 60-17.23. The existing pavement section is 2" PMS over 4" URB.



The existing storm drain plans for the project shown on plan sheets numbers 60-17.118, 60-17.122 and 60-17.123 depicts the 24inch RCP pipe location at east side of center line of Orange Avenue and drains south to north within the project limit. The existing catch basin at the SE corner of Orange and mesa Drive must be protected in place.



Project B

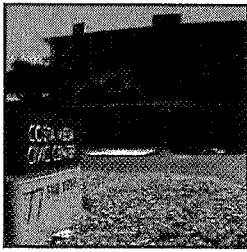
Project "B" consists of total rehabilitation of Shalimar Drive from Placentia Avenue to Pomona Avenue and parkway repairs such as sidewalk, curb & gutter, driveway and cross gutter for 18th St. from Placentia Avenue to Pomona Street, James Street from Wallace Avenue to Pomona Avenue, and Wallace Avenue from 18th Street to Shalimar Drive

Shalimar Drive - Shalimar Drive serves as a residential neighborhood street. The street consists of parkways on both sides and is planted with trees and landscaping. In preparation of this proposal, CivilSource staff reviewed the existing street plans 60-5.2 and 59-8.3. The existing section of the street is 2" P.M.S. over 4" U.R.B.

| PROJECT LIMITS | | | | |
|-----------------------|--------------------|---------------------------|--------------------|------------------|
| Project | Street Name | Approximate Length | Limits From | Limits To |
| B | Shalimar Drive | 1300 | Placentia | Pomona |

18th Street, James Street and Wallace Avenue – These streets are all serving residential areas. The majority of the sidewalks on James Street have been lifted due to tree roots. The sidewalk is separated with a landscaped parkway from the curb and gutter.

| PROJECT LIMITS | | | | |
|-----------------------|-------------------------|---------------------------|----------------------|------------------|
| Project | Street Name | Approximate Length | Limits From | Limits To |
| B1 | 18 th Street | 1300 | Placentia | Pomona |
| B2 | James St. | 700 | Wallace Ave. | Pomona Ave. |
| B3 | Wallace Ave. | 600 | 18 th St. | Shalimar Dr. |



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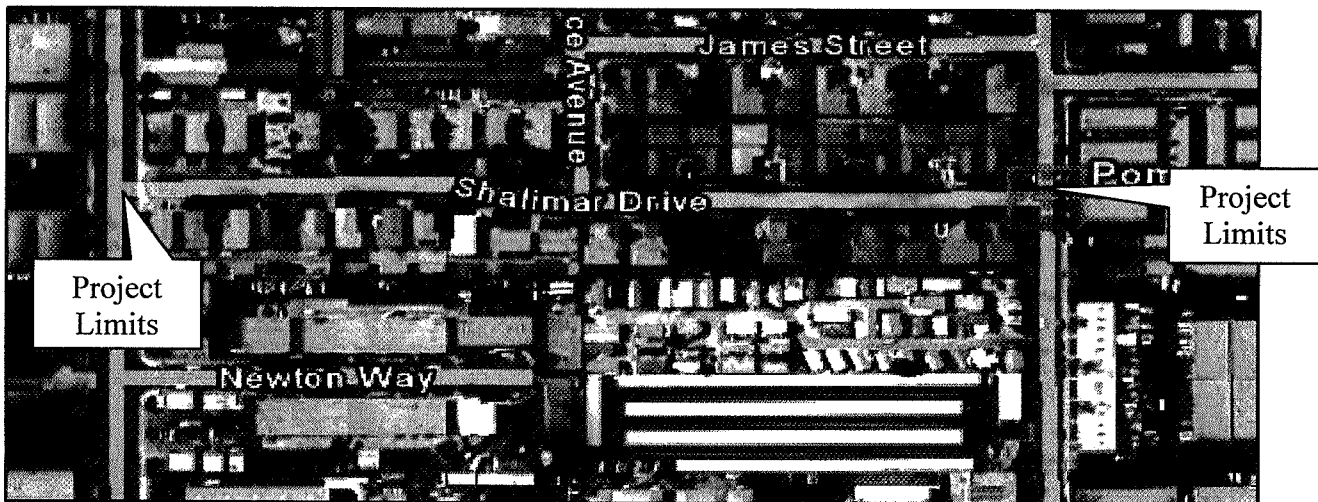
Project Understanding & Overview

CivilSource, Inc. understands that the funding for Project "B" is provided by the Community Development Block Grant (CDBG) fund and shall comply with CDBG requirements.

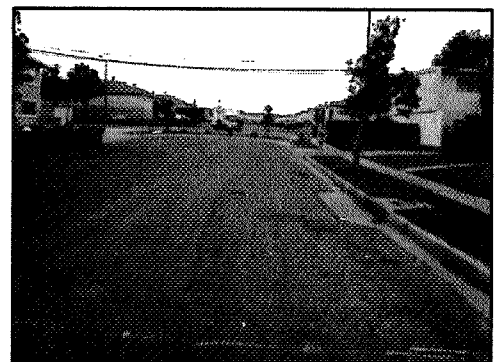
The existing pavement conditions within the project limits are poor. Many factors such as soil condition, weather, aging, traffic, utility work, and tree roots have contributed to the deterioration of sections of pavement, curb and gutter, and sidewalk.

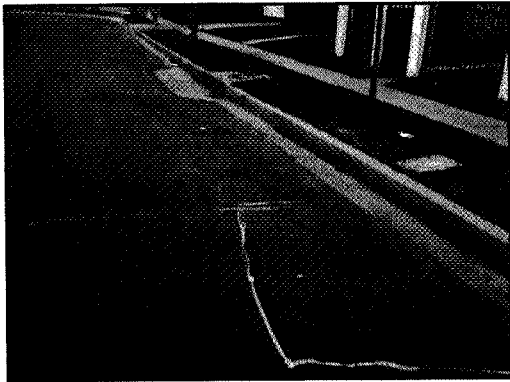
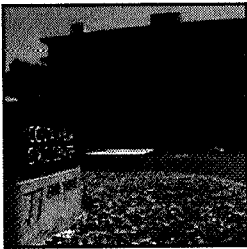
CivilSource has prepared similar services for the City of Costa Mesa in the past and have been successful in delivering projects with minimal plan checks.

Shalimar Drive – Placentia to Pomona



The Shalimar project includes pavement reconstruction, redesign of existing cross sections as needed to improve drainage and drivability, and repair of damaged sections of curb and gutter, driveways, sidewalks and existing non-compliant curb ramps. Alternate methods of pavement rehabilitation will be analyzed using the results of the proposed geotechnical investigation.





The high point on Shalimar is located 200' west of Wallace Avenue. The surface drainage to the west is collected with two catch basins located north and south of Shalimar approximately 100' east of Placentia with a 24" RCP.

PROJECT ISSUES

Total reconstruction of street pavement can often result in impacts to existing shallow utilities. All utilities must be shown on the plans. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up investigative activities with those utility companies whose facilities are being impacted. These activities would include requesting the utility companies to pothole their facilities when necessary throughout the design phase of the project. Given that utility coordination is a very important aspect of any project, the CivilSource team will apply a disciplined approach for managing joint activities with the utility agencies.

Tree roots and soil conditions have contributed to the degradation of some curb, gutter and sidewalk on the designated streets. It will be our approach to identify these areas and then walk the sites with City staff to get concurrence on the parkway areas requiring improvement. All reconstruction areas and improvements will be incorporated into the project design.

As a design firm, CivilSource finds it extremely valuable to know the budgetary limits of a particular project. It will be our job to ensure that this project is completed within budget and on time. We believe that delivery of a tight, well-formatted and thorough PS&E package is essential to the accomplishment of this objective.

We have included several pictures in this proposal, which identify critical design and construction issues. Initial investigations will include review of existing plans, right-of-way verifications, and identification of requirements for construction documents, geotechnical investigations, utility investigations, accurate topographic survey, and cost estimates.

Based on these findings, the City will evaluate each alternative and determine which section is most appropriate for each street.



Special care will be made during design to the following:

1. Match with existing improvements
2. Create positive drainage away from private property
3. Minimize inconvenience to the public by providing clear, complete plans with consideration for constructability.

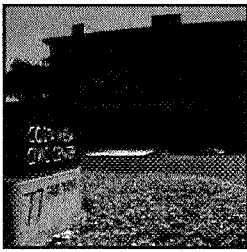
We understand the City's desire to keep the cost accounting distinct for each street. CivilSource will create a separate billing number for each project and will track all costs and man-hours accordingly. The bid sheets will also reflect the separate bid items for each project.



The existing pavement is in poor condition and is experiencing severe alligator cracking and lateral and longitudinal cracks as shown to the left. This photograph illustrates the compounding effects of alligator cracking along a section of asphalt.

Major cracks at curb and gutters were discovered throughout the project limits. Standing water within the project limits was observed making it necessary to determine proper design of the street to eliminate this issue.





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Project Understanding & Overview



Driveways do not comply with ADA requirements. Private property consent might be required for improvements of the driveways.

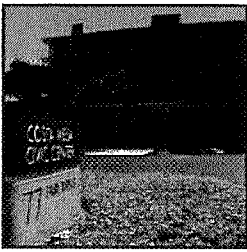
Fire hydrants, landscaping, trees, power poles, mailboxes and other utilities must be protected in place.



Standing water within the project limits was observed making it necessary to determine proper design of the street to eliminate this issue.

Intersections are missing ADA compliant wheel chair ramps.





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Project Understanding & Overview

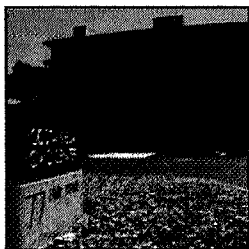


Missing sidewalk sections were observed throughout the project.



The drain outlets must be removed and replaced or protected in place.





SCOPE OF WORK

Civil Source has extensive experience in the design engineering of various projects. We will provide a separate set of plans and specifications and quantity cost estimates for each street mentioned in the RFP. Our civil engineering design services for each project will include in detail but is not limited to the following:

A. Project Analysis and Review, Meetings and Cost Accounting

Preliminary investigations will include analyzing the project, complete field review and investigations of the project limits including the surrounding adjacent properties for possible conflict, evaluating existing conditions, meeting with City staff to define the detailed scope and objectives and determine appropriate courses of action, and researching existing City plans and records.

*As a small
business,
CivilSource enjoys
experiencing the
close relationships
that develop within
a team of
compatible people.*

CivilSource will also meet periodically with the City for the purposes of general coordination and to discuss specific design issues during progression of the design phase. This proposal assumes a maximum of five meetings with City staff. CivilSource's project manager will coordinate all meetings with the City and provide written meeting minutes within two working days after the meeting documenting the proceedings and all critical issues discussed.

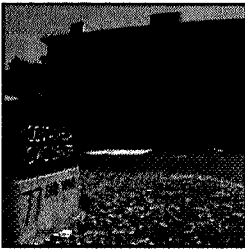
Our preliminary plan or conceptual plan phase can include the following tasks:

- Kickoff meeting with city staff
- Coordination with other agencies as necessary or required by each project
- Review of project criteria and program objectives
- Gather and catalog background information
- Set project schedule
- Prepare preliminary budget for the project

B. Utility Investigation and Coordination

Utility coordination on the project will be ongoing and will generally consist of the following sub tasks:

- Notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.



- Obtain plans showing location and size of all utility lines and appurtenances within the project area. As required, CivilSource will coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes: request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing utilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.
- Coordinate all utilities and obtain approval in writing from affected utility companies regarding conflicts, relocations and improvements.
- Comply with the City of Costa Mesa's "Utility Coordination Procedures."
- Plans will be submitted for comment to each utility agency concurrent with all CivilSource submittals to the City for plan check. Copies of all correspondence to and from the utility companies shall be submitted to the City with the submittals of 70%, 90%, and final plan completion. All plans will be sent to the utility companies via certified mail. Verification of all correspondence with the utility companies will be sent to the City of Costa Mesa Project Engineer.
- Plot all existing underground and overhead utility lines on plans and crosscheck plotted locations with field review information to ensure that the existing lines are shown in the proper location.
- Upon finalizing the proposed improvements, determine where potential utility conflicts exist and where utility modifications are required.
- CivilSource will notify the City of Costa Mesa if any City-owned facilities are in conflict with the new structural section utility coordination of the project.

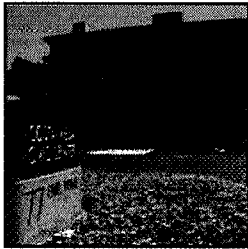
C. Design Survey and Base Map Preparation

The design survey tasks include but are not limited to the following:

- CivilSource will prepare the project design survey on 22" X 34" mylars at a horizontal scale of 1"=20' and vertical scale of 1"=2' for Santa Ana Ave., Paularino Ave, Orange Ave., and Shalimar Drive and at a horizontal scale of 1"=10' (Plan view only) for 18th St., James St., and Wallace Ave.. Detailed design surveys i.e., cross-gutters, wheel chair ramps, driveways, etc., shall be plotted at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begun at nearest existing street intersection stations.



- The existing and proposed elevations for cross sections shall be plotted using 1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.
- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs, trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the consultant shall survey 25 feet beyond right-of-way (on private property) behind WCRs.
- CivilSource will survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at 5' intervals.
- Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.
- Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communications before sending out by certified return receipt mail.
- CivilSource will survey all existing cross gutters and spandrels; obtain elevations at 10 foot-intervals at BCRs, ECRs, flow line, EG, EP, joints, cracks, low points, and any other necessary locations.
- CivilSource will obtain elevations of damaged curbs and gutters (C&G) at joints, and low/high points. The design survey for damaged C&G locations shall extend 100' minimum beyond both sides of damaged limits at 10' intervals.
- Extend the survey to a minimum of 100' onto cross street from BCRs and ECRs; obtain elevations at locations as described above (including cross street centerlines).
- CivilSource will provide the following minimum survey information for 18th St., James St., and Wallace Ave.:
 - will perform a topographic survey and prepare base maps at 1"=10'. The base maps shall identify all existing improvements within the parkway area (from EG to ROW) drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, fences, walls, etc., and other appurtenant improvements in the project areas within the parkways.



- The design survey shall include the following: Cross sections at 25 foot-intervals, with elevations at top of curb, gutter flow lines, EG, EP, ROW, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X." of driveways.
- Research record survey data and obtain copies of record tract maps, centerline tie notes and horizontal/vertical data, recover Orange County Benchmark and establish centerline alignment.
- This proposal assumes that two benchmarks and sufficient centerline monumentation, acceptable to the City of Costa Mesa, exist within or adjacent to the project limits.

D. Field Engineering

A minimum of three field walks will be scheduled with City staff to ensure detailed depiction of existing conditions and work requirements on the plans and specifications. The limits of the work will be determined during the field walks in accordance with the City standards and direction.

Field reviews of the entire project with City representatives will be performed after the first and second plan check.

CivilSource believes that clear and concise plans and specifications are arrived from a total understanding of the existing conditions, properties and environment of the project. Consequently, having as many field walks to ensure a proper design is strongly encouraged.

E. Geotechnical Investigation and Pavement Design

Arroyo Geotechnical will be performing the following activities in preparation of the required soils report as described in the Request For Proposal:

The geotechnical tasks include at a minimum the following but are not limited to:

- Subsurface investigation and sampling utilizing drilling/coring equipment. The investigation will consist of 2 at Santa Ana Avenue, 2 at Paularino Avenue, 2 at Orange Avenue, 2 Shalimar, 2 on 18th Street, One at James Street, and One at Wallace Avenue. Borings/Cores will be a minimum of 3 feet deep, measured from existing asphalt. The purpose of this investigation is to measure the existing pavement section and collect representative undisturbed and bulk samples for



laboratory testing.

Upon obtaining city encroachment permit, boring/coring locations will be marked and USA Dig Alert will be notified to clear underground utilities. All necessary traffic control per the latest edition of the W.A.T.C.H Manual will be provided during field investigation. All the boring/coring locations will be patched and compacted 95% with AC material immediately after obtaining soil samples.

- Laboratory testing of representative samples collected during the investigation to determine their engineering properties. Laboratory testing will consist of following:
 - ✓ In-place moisture and density
 - ✓ R-value
 - ✓ Optimum moisture content and Maximum dry density
 - ✓ Expansion Index
 - ✓ Sand Equivalent
- Engineering Design and Preparation of a draft and final report presenting (4 copies):
 - ✓ A map with a approximate locations of borings;
 - ✓ Logs with measured pavement and aggregate base thicknesses, and subgrade soils description as encountered in borings;
 - ✓ Summaries of test results;
 - ✓ Alternative pavement section (ARHM, AC, CTB) design recommendations, for Traffic Indexes provided; and
 - ✓ Subgrade and aggregate base construction specifications confirming to Section 19 of Caltrans.

F. Potholing of Existing Storm Drain and Traffic Signal Conduits

A total of \$8000 (\$4000 for each project) is included in the fee proposal as a separate line item for each project. It is our understanding that this allocation is for potholing only. It is CivilSource's responsibility and within our fee proposal to identify all underground utilities and determine any conflicts.



G. Construction Documents

- Construction documents will comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the Consultant who shall prepare the project to meet the budget.
- Two Resident Engineer's files for each project will be submitted to the City with the final submittal and will contain at a minimum the following: preliminary and final construction quantities and cost estimates and updates, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey information, and all other related correspondence.

H. Plans, Specifications and Cost Estimates

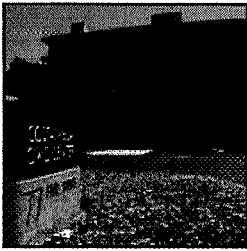
This task involves the completion of construction documents in the form of final plans, specifications and estimates (PS&E).

CivilSource shall prepare five separate sets of construction drawings, containing title sheet, general note sheet, plan and profile sheets (for Santa Ana Ave., Pautarino Ave, Orange Ave., and Shalimar Drive), cross section. The plan sheets (for Santa Ana Ave., Paularino Ave, Orange Ave., and Shalimar Drive), plan view sheets for (18th St., James St., and Wallace Ave.), and detail sheets. The title sheet shall contain vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars.

CivilSource will reference new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the consultant shall establish new stations from the nearest street intersections.

Specific tasks include but are not limited to:

- Preparation of five sets of plan and profile sheets, one set for each project, containing title sheet, general note sheet, plan and profile sheets, cross section sheets, and detail sheets. Drawings will be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1"=20' horizontal and 1"=2' vertical.



- Referencing new stations to existing stations of existing improvement plans, if available, or establishing new stations from the nearest street intersection. Stationing will include existing street and/or alley intersections, BCRs, ECRs, etc.
- Plotting profiles of existing and proposed centerlines, tops of curb, flow lines, and edges of pavement. Profiles will include existing and proposed elevations (including vertical curves, grade breaks, and other elevations), labeling, and percent grades.
- Plotting existing and proposed cross sections on mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as necessary. Typical cross sections will be provided.
- Plotting existing improvements in broken or screened lines and labeling existing dimensions from centerline to EP, curb face, and ROW; existing elevations will be placed in parenthesis.
- Incorporating the following on plan view: pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).
- Including in the drawings retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) will be designed and detailed.
- Providing detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements will comply with ADA regulations and requirements. Detailed drawings will be at a 1"=1' scale.
- Providing stations for all existing structures, project limits, centerlines of driveways, streets/alley intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).



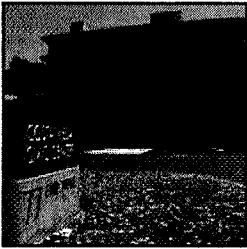
- Removing and replacing all corrugated metal pipe within the public right-of-way; modifying, repairing and/or replacing existing catch basins as needed.
- Preparing detailed plans for street intersections showing existing and proposed improvements including elevations shown on a 10' grid system at a scale of 1"=10'; provide elevations at TC, FL, EG, EP, BCRs, ECRs, ¼ and ½ curb return.
- Including traffic control and detour information in the special provisions. Construction traffic detour will provide for continuous driveway and pedestrian access at all times to businesses and residents during the construction phase of the project.
- Detailing and identifying setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; providing drawings for each monument including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.
- Construction quantities and cost estimates will be prepared during different stages of the design phase and will be submitted to the City.

The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. CivilSource will deliver completed and approved construction drawings on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than three plan check submittals. Where applicable, the construction drawings will conform to the appropriate applicable standards such as City, State and Federal laws, City Design Manuals, City Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications (for traffic signal and striping work and all work within State R/W), APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Control Devices, and as revised and amended.

CivilSource will utilize subconsultants to perform the necessary ground and/or aerial survey and geotechnical investigations to facilitate preparation of the design; prepare cross sections; prepare topographic survey; prepare culture survey; conduct right-of way research; prepare legal description; and coordinate geotechnical investigations.

I. Specifications

CivilSource will prepare complete project specifications, including Special Provisions that specifies traffic control and detour information per City's format and direction for the project. Copies of the Standard General Provisions and Construction Contract Agreement shall be supplied by the City to incorporate into the construction documents.



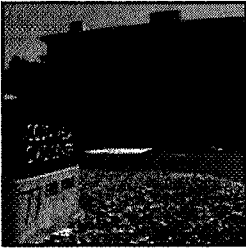
J. Quantity and Cost Estimates

CivilSource will provide complete construction quantity and cost estimates for each project. Estimates will be provided at 70% and 90% completion submittals and a final estimate with the final submittal. Excel files will be submitted with each submittal. One color coded set of blue lines will be submitted with the final estimate to show quantities for each construction item. Quantities will match the Proposal final quantities and quantity take-off sheets, which CivilSource will provide to aid the City during the construction phase.

K. Project Document Submittal and Plan Information

CivilSource will submit the project documents according to the RFP requirements and as follows:

- Five sets of the first submittal at 70% completion of plans with survey information, specifications, and quantity and cost estimates.
- Five sets of the second submittal at 90% completion of plans, specifications and quantity and cost estimates.
- One set of final plans per project at 100% completion to include: original mylar plans, specifications, final quantity and cost estimates, color-coded quantity estimate maps, two resident engineer files, survey information, monuments, and any other related documents. All plan originals, specifications, field notes, calculations, correspondence, etc. will be turned over to the city in hard copy and electronic format with the final submittal. In addition, one set of bluelines of the final plans and one copy of specifications will also be submitted.
- Plans will have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on the left side, and general notes.
- Plans will also show the limites of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other existing improvements, and proposed drainage replacement and improvements.
- Plans and specifications will be signed and stamped prior to submittal.



L. Bidding and Construction Phase

CivilSource will be available to attend the pre-construction meeting and other meetings with staff, agencies, and the public as required. CivilSource will prepare necessary addenda and provide responses to Requests for Information. CivilSource will also be available to clarify design-related issues at all times and obtain necessary permits from affected agencies and utility companies.

EXHIBIT C
FEE SCHEDULE

May 27, 2008

Ms. Fariba Fazeli, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive
Costa Mesa, CA 92626

SUBJECT: Request for Proposal for reconstruction of Santa Ana Avenue, Paularino Avenue and Orange Avenue and Project B, Shalimar Drive Street Improvement and parkway rehabilitation within Shalimar Drive area.

Dear Ms. Fazeli:

CivilSource is pleased to submit this proposal to provide professional services for the reconstruction of Santa Ana Avenue, Paularino Avenue and Orange Avenue and Project B, Shalimar Drive Street Improvement and parkway rehabilitation within Shalimar Drive area.

Our total not-to-exceed fees for each project are as follows:

| Project | Not-to-Exceed Fee |
|---------|-------------------|
| A | \$134,630 |
| B | \$119,700 |

Total Fee: \$254,330

On behalf of the principals and staff of CivilSource, we thank you for the opportunity to submit our proposal. We look forward to further discussions with your City on the services provided and to being selected to assist you in achieving your goals. Should you have any questions or require additional information, please contact me at (949) 585-0477.

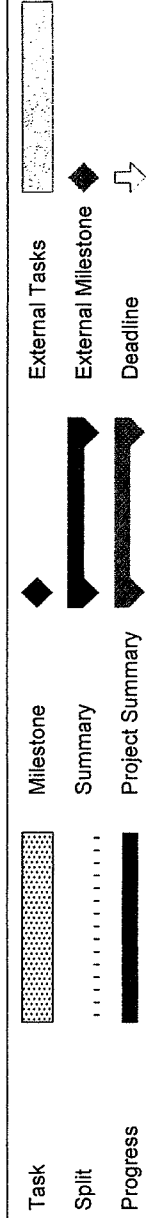
Respectfully submitted,
CIVILSOURCE



Amy Amirani, P.E.
Principal

City of Costa Mesa
Design and Surveying Services
Street Improvements (Santa Ana, Orange, Paularino and Shalimar)

| ID | Task Name | Duration | Start | Finish | Predecessors | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Q1 '09 |
|----|---------------------------------|----------|--------------|--------------|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| 1 | Proposal Received by the City | 34 days | Wed 5/28/08 | Mon 7/14/08 | | | | | | | | | | |
| 2 | City Council Award of Contract | 1 day | Tue 7/15/08 | Tue 7/15/08 | 1 | | | | | | | | | |
| 3 | Project Kick off Meeting | 1 day | Wed 7/16/08 | Wed 7/16/08 | 2 | | | | | | | | | |
| 4 | Research and Review | 13 days | Thu 7/17/08 | Mon 8/4/08 | 3 | | | | | | | | | |
| 5 | Field Survey | 10 days | Tue 8/5/08 | Mon 8/18/08 | 4 | | | | | | | | | |
| 6 | Utility Coordination | 8 days | Tue 8/5/08 | Thu 8/14/08 | 4 | | | | | | | | | |
| 7 | Geotechnical Investigation | 29 days | Tue 8/5/08 | Fri 9/12/08 | 4 | | | | | | | | | |
| 8 | Draft Soil Report Submittal | 1 day | Mon 9/15/08 | Mon 9/15/08 | 7 | | | | | | | | | |
| 9 | Base map Preparation | 25 days | Mon 8/25/08 | Fri 9/26/08 | 8FS-16 days,5,6 | | | | | | | | | |
| 10 | Plan and Spec and Cost Estimate | 20 days | Mon 9/29/08 | Fri 10/24/08 | 9 | | | | | | | | | |
| 11 | 70% PSE soil Report Submittal | 1 day | Mon 10/27/08 | Mon 10/27/08 | 10 | | | | | | | | | |
| 12 | City Review | 15 days | Tue 10/28/08 | Mon 11/17/08 | 11 | | | | | | | | | |
| 13 | Incorporate City Comments | 20 days | Tue 11/18/08 | Mon 12/15/08 | 12 | | | | | | | | | |
| 14 | 90% PSE submittal | 1 day | Tue 12/16/08 | Tue 12/16/08 | 13 | | | | | | | | | |
| 15 | City Review | 10 days | Wed 12/17/08 | Tue 12/30/08 | 14 | | | | | | | | | |
| 16 | Final PSE | 4 days | Wed 12/31/08 | Mon 1/5/09 | 15 | | | | | | | | | |



Project: shalimar

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT E
CITY COUNCIL POLICY 100-5

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 1 of 3 |

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 2 of 3 |

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 3 of 3 |

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F

CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
06/12/08

PRODUCER

Dealey, Renton & Associates
P. O. Box 10550
Santa Ana, CA 92711-0550
714 427-6810

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Civil Source
500 Wald Street
Irvine, CA 92618

INSURER A: The Travelers Indemnity Co of CT

INSURER B: Travelers Property Casualty

INSURER C: St. Paul Fire & Marine Ins. Co.

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|---|---|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 6802810L758TCT07 General Liability excludes claims rising out of the performance of professional services | 07/20/07 | 07/20/08 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | BA4592L37707GRP | 07/20/07 | 07/20/08 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| B | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | XSFCUP6772Y251TIL0 Excludes Prof'l. Liability Following Form | 07/20/07 | 07/20/08 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | UB6771Y51807 | 07/20/07 | 07/20/08 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Prof'l. Liab Claims Made Full Prior Acts | QP03810787 | 07/20/07 | 07/20/08 | \$2,000,000 per claim \$2,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Paularino, Orange, and Santa Ana projects

City of Costa Mesa, its elected and appointed boards, officers and employees are additional insureds on general liability as required by written contract.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION Ten Day Notice for Non-Payment of Premium

City of Costa Mesa
Attn: Fariba Fazeli
77 Fair Drive fourth floor
Costa Mesa, CA 92628

RECEIVED

JUN 13 2008

ENGINEERING

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **WHO IS AN INSURED** (Section II) is amended to include any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If the injury or damage arises out of the performance, by you or your subcontractor, of "your work" to which the "contract or agreement requiring insurance" applies. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in that "contract or agreement requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE** (Section III) for this Coverage Part.
3. The following is added to Paragraph a. of 4. **Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS** (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

4. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS** (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS** (Section V):



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) — 001

POLICY NUMBER: (XEUB-6771Y51-8-07)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 . % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN TH
UTED THE CONTRACT BEFORE THE L

Job Description

THAT ARE PARTIES TO A CONTRACT
IS AGREEMENT PROVIDED YOU EXEC
OSS